

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

<p>UNITED STATES OF AMERICA, Plaintiff</p> <p>v.</p> <p>MICHAEL A. TREVISONE, JR. Defendant</p>

CASE NO. 19-CV-12607-GAO

ANSWER

NOW COMES the Defendant, Michael A. Trevisone, Jr., by and through counsel, and files his answer to the Complaint of the United States of America. The Defendant answers as follows:

I. Jurisdiction & Venue

1. This paragraph consists of legal arguments or conclusions of law that require no answer. To the extent that the allegations in this paragraph alleges facts, the Defendant is without sufficient knowledge or information to either admit or deny.

2. This paragraph consists of legal arguments or conclusions of law that require no answer. To the extent that the allegations in this paragraph alleges facts, the Defendant is without sufficient knowledge or information to either admit or deny.

3. Admitted.

II. Facts

4. The Defendant reasserts and restates the answers set forth in the previous paragraphs as if fully set forth herein and incorporates same by reference.

5. Admitted. As to the terms of the SBA Authorization, the attached document speaks for itself.

6. Admitted. As to the terms of the SBA Loan, the attached document speaks for itself.

7. Admitted. As to the terms of the guaranty, the attached document speaks for itself.

8. The Defendant admits that after January 2014, Trevisone Ventures, LLC was no longer able to make payments on the terms set forth in the SBA Loan.

9. The Defendant is without sufficient knowledge or information to either admit or deny the allegations in this paragraph.

10. The Defendant is without sufficient knowledge or information to either admit or deny the allegations in this paragraph.

III. Count I - Breach of Contract

11. The Defendant reasserts and restates the answers set forth in the previous paragraphs as if fully set forth herein and incorporates same by reference.

12. Admitted.

13. The Defendant is without sufficient knowledge or information to either admit or deny the allegations in this paragraph.

14. The Defendant admits that he is a guarantor. The Defendant denies the remaining allegations in this paragraph.

15. This paragraph consists of legal arguments or conclusions of law that require no answer. To the extent an answer is required, the Defendant denies.

16. This paragraph consists of legal arguments or conclusions of law that require no answer. To the extent an answer is required, the Defendant denies.

17. Denied.

WHEREFORE, the Defendant respectfully requests that the Court deny each and all of the requests for relief sought by the Plaintiff.

AFFIRMATIVE DEFENSES

First Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff has failed to state a claim upon which relief may be granted.

Second Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff is barred from recovery based on the doctrine of laches.

Third Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff is barred from recovery based on the statute of limitations.

Fourth Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff is estopped from recovering any judgment against the Defendant.

Fifth Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff has waived any and all rights it may have had against the Defendant.

Sixth Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff has failed to mitigate its alleged damages and is not entitled to recovery, or such recovery should be reduced accordingly.

Seventh Affirmative Defense

By way of affirmative defense, the Defendant states that the Plaintiff failed to act in good faith and in a commercially reasonable manner with respect to the sale of the real estate collateral located at 65 L Street, Boston, MA resulting in a diminished offset against the balance owed under the loan.

Eighth Affirmative Defense

The Defendant reserves the right to supplement these affirmative defenses as necessary resulting from the discovery process.

Respectfully submitted,
Michael A. Trevisone, Jr.,
by counsel,

Date: December 22, 2020

/s/ Joshua A. Burnett, Esq. _____
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CERTIFICATE OF SERVICE

I hereby certify that on this day I served a true and correct copy of the foregoing document via the Court's ECF system to counsel for the Plaintiff and to all other parties who have requested such notice and by mailing same by first-class mail, pre-paid postage to:

Thomas L. Sooy
Law Offices of Robert A. Schuerger Co., LPA
81 South Fifth Street, Suite 400
Columbus, OH 43215

John O. Postl, Esq.
John Postl, P.C.
221 Mayor Thomas J. McGrath Hwy, Suite 404
Quincy, MA 02169

Dated: December 22, 2020

/s/ Joshua A. Burnett, Esq. _____
Joshua A. Burnett, Esq.